

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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BID OPENING DATE AND TIME:

16-FEB-12 at 2:00 PM

BID NUMBER: 301681

BUYER:

PHONE #: (423) 757-5184

DELIVERY REQUIRED:

M City of Chattanooga
A 101 East 11th Street, Suite G13
I Chattanooga, TN 37402
L
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Item	Class-Item	Quantity	Unit	Unit Price	Total
<p>Requisition No.: 54003 Ordering Dept.: Chattanooga Public Library Buyer: Dedra Partridge Phone No.: (423) 757-5066</p> <p>Items Being Purchased: Internet Service Provider</p> <p>ATTACHMENTS: Internet Service Provider Specifications Affirmative Action Plan Requirements For Insurance Coverage</p> <p>This Shall Be A Twelve (12) Month Requirements/Blanket Contract To Supply Internet Service. The Contract Term May Be Renewed For Two (2) Additional Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.</p> <p>QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.</p> <p>*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON February 16, 2012 ***</p> <p>City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/Gen_Serv/4060_StandardTermsandConditions.htm</p> <p>If you can't download call buyer for a copy.</p> <p>NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.</p> <p>Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p>					

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Item	Class-Item	Quantity	Unit	Unit Price	Total
Company Name _____					
Address _____					
Phone/Toll-Free No. _____					
eMail Address _____					
Contact Person's Name _____					
Estimated Delivery _____					
Minority-Owned Business _____ Small Business _____ Veteran _____					
Minority Woman-Owned Business _____ Disabled Veteran _____					
Woman-Owned Business _____					
**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.
Bids will be received at the above mentioned address.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

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101 East 11th Street, Suite G13
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Internet Service Provider, Per Attached Specifications, for the Chattanooga Public Library, Central Branch, 1001 Broad Street, Chattanooga, TN Beginning July 1, 2012	12	Month	_____	_____
2	Internet Service Provider, Per Attached Specifications, for the Chattanooga Public Library, Eastgate Branch, 5900 Bldg., 5705 Marlin Rd., Suite 1500, Chattanooga, TN Beginning July 1, 2012	12	Month	_____	_____
3	Internet Service Provider, Per Attached Specifications, for the Chattanooga Public Library, Northgate Branch, 278 Northgate Mall Drive, Chattanooga, TN Beginning July 1, 2012	12	Month	_____	_____
4	Internet Service Provider, Per Attached Specifications, for the Chattanooga Public Library, South Chattanooga Branch, 925 West 39th St., Chattanooga, TN Beginning July 1, 2012	12	Month	_____	_____

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TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

Request for Proposal/Invitation to Bid

Internet Service Provider (ISP)

Chattanooga Public Library

The Chattanooga Public Library is seeking bids for an Internet Service Provider (ISP) who can provide Internet service to its Main library, as well as its three branches.

Library Location	Address	City	Zip
Main	1001 Broad Street	Chattanooga, TN	37402
Eastgate	5705 Marlin Road	Chattanooga, TN	37411
Northgate	278 Northgate Mall Drive	Hixson, TN	37343
South Chattanooga	925 West 39 th Street	Chattanooga, TN	37410

A. Background

Chattanooga Public Library currently has two public class C licenses for IP addresses. Chattanooga Public Library has the following domain name – lib.chattanooga.gov. EPB Fiber Optics is the current Internet service provider for the Chattanooga Public Library. The main Internet connection will terminate at 1001 Broad Street.

B. Specifications

Library Primary Internet Path

- 1) ISP must be a tier 1 or tier 2 provider.
- 2) Chattanooga Public Library is requesting options for bandwidth as noted in section C.
- 3) ISP must be capable of expanding Chattanooga Public Library's bandwidth in the future.
- 4) ISP must provide services and monitoring 24 hours per day.
- 5) ISP will assist Chattanooga Public Library with installing, configuring, and maintaining routers on site that will serve as the Internet gateway for this connection.

- 6) ISP will provide the option of backup DNS services if necessary.
- 7) ISP must support Network Address Translation (NAT).
- 8) ISP Internet circuit availability must be 99.95% or greater for the entire calendar year.
- 9) ISP must provide critical problem identification, which shall include immediate telephone response, immediate trouble ticket generation, and hourly notification until the problem is resolved.

C. Bid Preparation

Bidder must include the following information with the bid:

- 1) The name of the ISP's carrier.
- 2) A description of the bandwidth provided between the ISP and Chattanooga Public Library and its branch libraries.
- 3) Total cost of all one time and recurring fees associated with the services offered to Chattanooga Public Library for Internet access speed of 300 megabytes or greater to the Main Library and Internet access speed of 50 megabytes or greater between the Main Library and each of the branch libraries. Additional quotes for higher Internet access speeds are acceptable and encouraged.

Library	Internet Access Speed	Start-Up \$		Start-Up \$		Recurring \$	
		Equipment & Cabling	Installation & Programming	Additional Items/Services	Monthly Connection	Other	
Main Library	300 MB						
Eastgate Branch	50 MB						
Northgate Branch	50 MB						
S. Chatt Branch	50 MB						

Additional Quote(s):

Library	Internet Access Speed	Start-Up \$		Start-Up \$		Recurring \$	
		Equipment & Cabling	Installation & Programming	Additional Items/Services	Monthly Connection	Other	
Main Library							
Eastgate Branch							
Northgate Branch							
S. Chatt Branch							

D. Vendor Responses: The vendor shall provide responses to the following:

1. Company Information, including:
 - a. Service Level Agreement.
 - b. Mean-Time-Between Failure for previous 5 years.
 - c. Description of: Equipment, redundancies, locations - central offices, serving offices, co-locates, other.
2. Vendor shall list their proposed non-recurring installation costs – including new/additional routers and/or reprogramming of current routers as deemed necessary.
3. Vendor shall list their proposed recurring monthly costs for network facilities, and 24 hours by 365 days network facilities service arrangement.
4. Vendor shall list any costs associated with a vendor supplied service or services deemed necessary by the vendor for the successful installation, operation, or maintenance of the network service proposed by the vendor for the Library.
5. Vendor shall provide a hard-copy sample of all related contract documents and/or service agreements required for execution.
6. Vendor shall provide their best time frame estimate starting from the date of contract execution for installation of a fully implemented, tested, and fully operable network connecting each of the library's 4 locations.
7. Vendor shall certify their participation in the FCC / Schools & Library Division (SLD) E-Rate reimbursement program.
8. Vendor shall provide their SLD SPIN.
9. The vendor contract with Chattanooga Public Library may also include either a multi-year contract or a contract with voluntary extensions.

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the contractor and/or subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence